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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/20/2015 03:30 PM Pg: 1 of 12

DAVID L. GOLDSTEIN
David L. Goldstein & Associates,
L.L.C.
35 East Wacker Drive, Suite 650
Chicago, Illinois 60601

Property of Cook County Recorder of Deeds Office

RELEASE AND ASSUMPTION AGREEMENT

THIS RELEASE AND ASSUMPTION AGREEMENT (hereinafter referred to as "this Agreement"), is entered into as of the 20 day of March, 2015 by and among WILLARD SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as the "Seller") and TCB Willard Square Apartments LLC, an Illinois limited liability company (hereinafter referred to as the "Purchaser").

Whereas, the Seller, constructed 100 units in eighteen (18) apartment projects located in the City of Chicago, Cook County, Illinois, under the designation of Willard Square Apartments, FHA Project No. 071-32142 (the "Project"), that certain real property more particularly described in Exhibit A and attached hereto and incorporated by reference herein (the "Property");

Whereas, the original loan for the Project was refinanced by Midland Loan Services, Inc., predecessor in interest to PNC Bank, National Association with the approval of the Secretary of Housing and Urban Development (the "Secretary"), under the provisions of FHA 223(a)(7).

Whereas, the Seller entered into, executed, and/or approved (without limitation) the following documents pertaining to the Property:

1. Mortgage Note, dated September 1, 2004 (hereinafter referred to as the "Note"), executed in favor of Midland Loan Services, Inc., in the principal amount of Four Million Two Hundred Sixty-Four Thousand Three Hundred and 00/100 Dollars (\$4,264,300.00) as modified by that certain Modification of Mortgage Note dated March 26, 2014; and

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2. Mortgage dated September 1, 2004 and executed in favor of Midland Loan Services, Inc. which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on September 17, 2004 as Document No. 0426135107 as modified by a Modification of Mortgage dated March 26, 2014 and recorded March 26, 2014 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 1408519010; and

3. Security Agreement dated September 1, 2004 and executed in favor of Midland Loan Services, Inc. ("Security Agreement").

4. Regulatory Agreement (the "Regulatory Agreement") dated September 1, 2004, and recorded September 17, 2004 as Document No. 0426135108 in the Cook County, Illinois Recorder's Office;

WHEREAS, the Seller and the Purchaser have entered into a Purchase and Sale Contract, dated as of September 19, 2014 (the "Purchase Agreement") where under the Seller agrees to sell and the Purchaser agrees to purchase the Property, including, without limitation, the Project situated thereon; and

WHEREAS, the Purchaser has submitted to the Secretary an Application for Transfer of Physical Assets (HUD Form 92266) and documents in support thereof (hereinafter collectively referred to as the "T.P.A. Application") requesting the Secretary's approval of the proposed conveyance of the Project to the Purchaser as set forth in the aforesaid Purchase Agreement; and

WHEREAS, in connection with the proposed T.P.A Application the Purchaser has agreed to assume on a non-recourse basis the Note, Mortgage and Regulatory Agreement obligations in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the consent of the Secretary to the transfer of the Property to the Purchaser, and the consent of FNC Bank, National Association, successor In Interest to Midland Loan Services, Inc. to the assumption of the Note and Mortgage by the Purchaser, and in order to comply with the requirements of the Secretary, the National Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. Effective as of the date of recordation of the deed conveying title to the Property to the Purchaser (the "Recording Date"), (i) the Purchaser agrees to assume, except as limited and modified herein, and to be bound by said Mortgage, Note, Security Agreement and Regulatory Agreement, and (ii) the Seller shall be released from any further liability under the Note, Mortgage, Security Agreement and Regulatory Agreement, excepting that the Seller shall remain liable under said Regulatory Agreement with respect to the matters hereinafter stated, namely:

- (a) for funds or property of the Project coming into its hands which, by the provisions thereof, it is not entitled to retain; and

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- (b) for its own acts and deeds or acts and deeds of others which it has authorized in violation of the provisions thereof.
2. The Purchaser acknowledges that upon default under the Regulatory Agreement as specified therein, the Secretary may declare the Mortgage in default and the whole of the indebtedness secured thereby to be due and payable. Further, in the event said Mortgage is assigned and reinsured, and upon default under the Regulatory Agreement as specified therein, and upon the request of the Secretary, the Mortgage may be declared to be in default and the whole of the indebtedness secured thereby to be due and payable.
 3. Notwithstanding anything provided herein, neither the Purchaser nor any of its beneficiaries, members, managers, partners, general or limited, present or future, assume personal liability for payments due under said Note and Mortgage, or for the payments to the reserve for replacements or for matters not under their control, provided that the Purchaser shall remain liable under said Regulatory Agreement only with respect to the matters hereinafter stated, namely:
 - (a) for funds or property of the Project coming into its hands which, by the provisions thereof, it is not entitled to retain; and
 - (b) for its own acts and deeds or acts and deeds of others which it has authorized in violation of the provisions thereof.
 4. The Purchaser agrees to be bound by said Note, Mortgage, Security Agreement and Regulatory Agreement subject to the foregoing limitation of personal liability, with respect to all obligations occurring from and after the Recording Date, to the same extent as if it has been an original party to said instruments.
 5. The Purchaser agrees that there shall be full compliance: (a) with the provisions of any laws prohibiting discrimination in housing on the basis of race, sex, color, creed, national origin, familial status or handicap and (b) with the regulations of the Federal Housing Administration providing for nondiscrimination and equal opportunity in housing. It is understood and agreed that failure or refusal to comply with any such provisions shall be a proper basis for the Secretary to take any corrective action he may deem necessary, including but not limited to, the rejection of future applications for FHA mortgage insurance and the refusal to enter into future contracts of any kind with which the Purchaser is identified; and further, the Secretary shall not have a similar right of corrective action: (a) with respect to any individuals who are officers, directors, principal stockholders, trustees, managers, partners or associates of the Purchaser; and (b) with respect to any corporation or any other type of business association or organization with which the officers, directors, principal stockholders, trustees, managers, partners or associates of the Purchaser may be identified.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly appointed agents and officers as of the date first above written.

PURCHASER:

TCB Willard Square Apartments LLC,
an Illinois limited liability company

By: The Community Builders, Inc. doing business in Illinois as TCB Illinois NFP, a
Massachusetts non-profit corporation

Its: Sole Member

By: 

Name: Terri Hamilton Brown


Its: Authorizer Agent

SELLER:

WILLARD SQUARE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: TACH Willard Square Development Corporation,
an Illinois not-for-profit corporation

Its: General Partner

By: 

Name: Ralph I. Brown

Its: President

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MORTGAGEE'S CONSENT

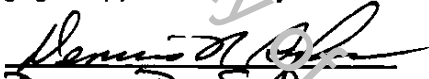
March 20, 2015

PNC Bank, National Association, successor in interest to Midland Loan Services, Inc., consents to the foregoing Release and Assumption Agreement, dated as of the day of March 20, 2015, by and among WILLARD SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership and TCB Willard Square Apartments LLC, an Illinois limited liability company.

MORTGAGEE:

PNC Bank, National Association, successor in interest to Midland Loan Services, Inc.***

***Mortgagee approval is subject to HUD's written approval of this transaction

By: 
Name: Dennis R. Sanders
Its: Vice President

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SECRETARY'S ENDORSEMENT

Feb 23, 2015

The Secretary of Housing and Urban Development hereby consents to the foregoing Release and Assumption, dated as of the day of February 23, 2015, by and among WILLARD SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership and TCB Willard Square Apartments LLC, an Illinois limited liability company.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT:

By: Debbie Gray
Name: Debbie Gray
Its: Director, Asset Management Division

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PURCHASER'S ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

On this 5th day of February, 2015, before me, the undersigned authorized agent, personally appeared Terril Hamilton Brown, Authorized Agent of THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation, in its capacity as the sole member and manager of TCB WILLARD SQUARE APARTMENTS LLC, an Illinois limited liability company, and he executed the foregoing instrument for the purposes herein contained by signing himself and that he received a true and correct copy of such instrument and of all other documents referred to herein.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Elaine L. Johnson
Notary Public
My Commission Expires: 8/7/2018

SELLER'S ACKNOWLEDGMENT

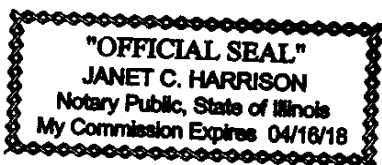
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

On this, 3 day of February, 2015, before me, the undersigned officer, personally appeared Ralph Brown President of TACH WILLARD SQUARE DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation, in its capacity as the sole General Partner of WILLARD SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership, and he executed the foregoing instrument for the purposes herein contained by signing himself and that he received a true and correct copy of such instrument and of all other documents referred to herein.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public
My Commission Expires: 4/16/18

Janet Harrison

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MORTGAGEE'S ACKNOWLEDGMENT

STATE OF KANSAS)

) SS.

COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County, personally appeared Dennis K Seifers the Vice President of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO MIDLAND LOAN SERVICES, INC. who executed the foregoing instrument, signed the same and acknowledged to me that s/he did so sign in the name and on behalf of said organization as such; that the same is his/her free act and deed as such and the free and voluntary act and deed of PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO MIDLAND LOAN SERVICES, INC.; and that s/he was duly authorized thereunto.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Laura Escalante
Notary Public

My Commission Expires: 08/14/2017



STATE OF ILLINOIS)

) SS.

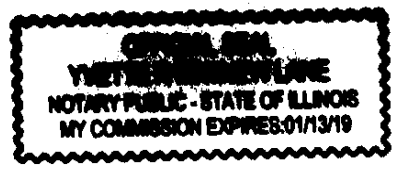
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County, personally appeared, authorized agent of the Federal Housing Commissioner, pursuant to authority conferred upon him/her by 24 CFR 207 and acknowledged that he/she signed and delivered the foregoing agreement as the free and voluntary act of the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

Yvette M. Manfrew Lane
Notary Public

My Commission Expires: 01/13/19



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EXHIBIT A

LEGAL DESCRIPTION FOR

All that tract or parcel of land located in Cook County, Illinois, more particularly described as follows:

PARCEL 1: (BUILDING 1)

LOTS 6 AND 7 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4843-4845 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-211-017

PARCEL 2: (BUILDING 2)

LOTS 9 AND 10 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Common Address: 4851-4853 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-211-019 and 20-10-211-020

PARCEL 3: (BUILDING 3)

LOTS 11 AND 12 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4857-4859 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-211-021

PARCEL 4: (BUILDING 4)

THE NORTH 25.00 FEET OF LOT 1 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4901 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

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PARCEL 5: (BUILDING 5)

LOT 1, EXCEPT THE NORTH 25.00 FEET THEREOF, AND THE NORTH HALF OF LOT 2 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4903-4905 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

PARCEL 6: (BUILDING 6-INCLUDING OPEN SPACE)

THE SOUTH HALF OF LOT 2, ALL OF LOT 3 AND THE NORTH 20.00 FEET OF LOT 4 ALL IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4907-4909 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

PARCEL 7: (BUILDING 7)

LOT 8 IN ROBERT'S SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4914-4916 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-218-035

PARCEL 8: (BUILDING 8)

LOT 4, EXCEPT THE NORTH 20.00 FEET THEREOF, IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4919 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

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PARCEL 9: (BUILDING 9)

LOT 5 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4923-4925 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

PARCEL 10: (BUILDING 10)

LOT 6 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4927-4929 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

PARCEL 11: (BUILDING 11)

LOT 7 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4931-4933 S. St. Lawrence Avenue, Chicago, Illinois P.I.N. No. 20-10-219-001

PARCEL 12: (BUILDING 12)

LOT 3 IN BLOCK 2 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4911-4913 S. Champlain Avenue, Chicago, Illinois P.I.N. No. 20-10-220-002 and 20-10-220-003

PARCEL 13: (BUILDING 13)

LOT 16 IN BLOCK 1 IN WASHINGTON PARK SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 4940-4942 S. Champlain Avenue, Chicago, Illinois P.I.N. No. 20-10-219-014

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PARCEL 14: (BUILDING 14)

THE NORTH HALF OF LOT 5 (EXCEPT THAT PART TAKEN FOR ST. LAWRENCE AVENUE) (LYING WEST OF THE EAST 173.83 FEET THEREOF) IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 601-603 E. 50th Street, Chicago, Illinois P.I.N. No. 20-10-225-001 and 20-10-225-002

PARCEL 15: (BUILDING 15)

THE WEST 50 FEET OF THE EAST 173.83 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 605-609 E. 50th Street, Chicago, Illinois P.I.N. No. 20-10-225-002 and 20-10-225-003 (n/k/a 20-10-225-015)

PARCEL 16: (BUILDING 16)

THE EAST 49.75 FEET OF THE NORTH HALF OF LOT 5 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 619 E. 50th Street, Chicago, Illinois P.I.N. No. 20-10-225-005

PARCEL 17: (BUILDING 17)

LOTS 1 AND 2 IN MERRILL'S SUBDIVISION OF LOT 4 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 647-649 E. 50th Street, Chicago, Illinois P.I.N. No. 20-10-226-006 and 20-10-226-005

PARCEL 18: (BUILDING 18)

LOTS 1 AND 2 IN THE SUBDIVISION OF LOT 2 IN LAVINIA AND COMPANY'S SUBDIVISION OF GARDEN AND COTTAGE LOTS OF THE SOUTH QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 711-713 E. 50th Street, Chicago, Illinois P.I.N. No. 20-10-226-015